

JOHN H KIM (State Bar No: 219975)
jkim@cookseylaw.com
COOKSEY, TOOLLEN, GAGE, DUFFY & WOOG
535 Anton Boulevard, Tenth Floor
Costa Mesa, California 92626-1977
Telephone: (714) 431-1100
Facsimile: (714) 431-1145

Attorneys for Movant, CHRYSLER
FINANCIAL SERVICES AMERICAS LLC

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA, SANTA ROSA DIVISION

In re
RONALD JAMES BARBIERI,

Debtor(s).

CHRYSLER FINANCIAL SERVICES AMERICAS
LLC, f/k/a DAIMLERCHRYSLER FINANCIAL
SERVICES AMERICAS LLC,

Movant.

vs.
RONALD JAMES BARBIERI and TIMOTHY W
HOFFMAN, Trustee,

Respondents.

Case No. 09-12584 AJ

CHAPTER 7

RS No.: JHK-303

EXHIBITS A-D

Hearing Date and Time:

Date: NOVEMBER 25, 2009
Time: 9:00 AM
Dept:

Exhibit "A" -- Retail Sales Contract
Exhibit "B" -- Certificate of Title
Exhibit "C" -- *Kelley Blue Book* used car guide website page
Exhibit "D" -- Debtor's account history with Movant.

OTHER IMPORTANT AGREEMENTS

- 1. FINANCE CHARGE AND PAYMENTS**
- a. How we will figure Finance Charge. We will figure the Finance Charge on a daily basis. The Annual Percentage Rate on the unpaid part of the Amount Financed. Creditor - Seller may receive part of the Finance Charge.
- b. How we will apply payments. We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
- c. How late payments or early payments change what you must pay. We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. You may prepay. You may prepay all or part of the unpaid part of the Amount Financed at any time. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment. As of the date of your payment, if the minimum finance charge is greater than the earned Finance Charge, you may be charged the difference; the minimum finance charge is as follows: (1) \$25 if the original Amount Financed does not exceed \$1,000, (2) \$50 if the original Amount Financed is more than \$1,000 but not more than \$2,000, or (3) \$75 if the original Amount Financed is more than \$2,000.

2. YOUR OTHER PROMISES TO US

- a. If the vehicle is damaged, destroyed, or missing. You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.

GAP LIABILITY NOTICE

In the event of theft or damage to your vehicle that results in a total loss, there may be a gap between the amount you owe under this contract and the proceeds of your insurance settlement and deductible. THIS CONTRACT PROVIDES THAT YOU ARE LIABLE FOR THE GAP AMOUNT. An optional gap contract (debt cancellation contract) for coverage of the gap amount may be offered for an additional charge.

- b. Using the vehicle. You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizures, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.

c. Security Interest.

You give us a security interest in:

- The vehicle and all parts or goods installed on it;
- All money or goods received (proceeds) for the vehicle;
- All insurance or service or gap contracts we finance for you; and
- All proceeds from insurance or service or gap contracts or other incidental contracts we finance for you. This includes any refunds of premiums.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract as the law allows. You will make sure the title shows our security interest (lien) in the vehicle.

d. Insurance you must have on the vehicle.

You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium for the insurance and a finance charge at the Annual Percentage Rate shown on the front of this contract. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

- e. What happens to returned insurance or service or gap contract charges. If we obtain a refund on insurance or service or gap contracts or other incidental contracts, we will reduce what you owe by the amount of the refund.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. You may owe late charges. You will pay a late charge on each late payment as shown on the front. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.

- b. You may have to pay all you owe at once. If you break your promises (default), we may demand that you pay all you owe on this contract at once, subject to any right the law gives you to reinstate this contract. Default means:

- You do not pay any payment on time;
- You start a proceeding in bankruptcy or one is started against you or your property; or
- The vehicle is lost, damaged or destroyed.

You break any agreements in this contract. The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.

- c. You may have to pay collection costs. You will pay our reasonable costs to collect what you owe, including attorney fees, court costs, collection agency fees, and fees paid for other reasonable collection efforts. You agree to pay a charge not to exceed \$15 if any check you give to us is dishonored.

- d. We may take the vehicle from you. If you default, we may take (repossess) the vehicle from you if we do so peacefully. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.

- e. How you can get the vehicle back if we take it. If we repossess the vehicle, you may pay to get it back (redeem). You may redeem the vehicle by paying all you owe, or you may have the right to reinstate this contract and redeem the vehicle by paying past due payments and any late charges, providing proof of insurance, and/or taking other action to cure the default. We will provide you all notices required by law to tell you when and how much to pay and/or what action you must take to redeem the vehicle.

- f. We will sell the vehicle if you do not get it back. If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at the Annual Percentage Rate shown on the face of this contract, not to exceed the highest rate permitted by law, until you pay.
- g. What we may do about optional insurance or service or gap contracts. This contract may contain charges for optional insurance or service or gap contracts or other incidental optional products or services charges. If we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle.

4. WARRANTIES SELLER DISCLAIMS

- a. If you do not get a written warranty, and the Seller does not enter into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose. This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

- b. Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

5. Applicable Law

Federal law and California law apply to this contract. If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

7. Warranties of Buyer. You promise you have given true and correct information in your application for credit, and you have no knowledge that will make that information untrue in the future. We have relied on the truth and accuracy of that information in entering into this contract. Upon request, you will provide us with documents and other information necessary to verify any item contained in your credit application.

You waive the provisions of Calif. Vehicle Code Section 1606.21 and authorize the California Department of Motor Vehicles to furnish your residence address to us.

CREDIT DISABILITY INSURANCE NOTICE

CLAIM PROCEDURE

If you become disabled, you must tell us right away. (You are advised to send this information to the same address to which you are normally required to send your payments, unless a different address or telephone number is given to you in writing by us as the location where we would like to be notified.) We will tell you where to get claim forms. You must send in the completed form to the insurance company as soon as possible and tell us as soon as you do.

If your disability insurance covers all of your missed payments, we CANNOT TRY TO COLLECT WHAT YOU OWE OR FORECLOSE UPON OR REPOSSESS ANY COLLATERAL UNTIL THREE CALENDAR MONTHS AFTER your first missed payment is due or until the insurance company pays or rejects your claim, whichever comes first. We can, however, try to collect, foreclose, or repossess if you have any money due and owing to us or are otherwise in default when your disability claim is made or if a senior mortgage or lien holder is outstanding.

If the insurance company pays the claim within the three calendar months, we must accept the money as though you paid on time. If the insurance company rejects the claim within the three calendar months or accepts the claim within the three calendar months on a partial disability and pays less than for a total disability, you will have 35 days from the date that the rejection or the acceptance of the partial disability claim is sent to pay past due payments, or the difference between the past due payments and what the insurance company pays for the partial disability, plus late charges. You can contact us, and we will tell you how much you owe. After that time, we can take action to collect or foreclose or repossess any collateral you may have given.

If the insurance company accepts your claim but requires that you send in additional forms to remain eligible for continued payments, you should send in these completed additional forms no later than required. If you do not send in these forms on time, the insurance company may stop paying, and we will then be able to take action to collect or foreclose or repossess any collateral you may have given.

Rescission Rights

- a. Seller agrees to deliver the vehicle to you on the date this contract is signed by Seller and you. You understand that it may take a few days for Seller to verify your credit and assign the contract. You agree that if Seller is unable to assign the contract to any one of the financial institutions with whom Seller regularly does business under an assignment acceptable to Seller, Seller may rescind (cancel) the contract.
- b. Seller shall give you written notice (or in any other manner in which actual notice is given to you) within 10 days of the date this contract is signed if Seller elects to rescind. Upon receipt of such notice, you must immediately return the vehicle to Seller in the same condition as when sold, reasonable wear and tear excepted. Seller must give back to you all consideration received by Seller, including any trade-in vehicle.
- c. If you do not immediately return the vehicle, you shall be liable for all expenses incurred by Seller in taking the vehicle from you, including reasonable attorney's fees.
- d. While the vehicle is in your possession, all terms of the contract, including those relating to use of the vehicle and insurance for the vehicle, shall be in full force and you shall assume all risk of loss or damage to the vehicle. You must pay all reasonable costs for repair of any damage to the vehicle until the vehicle is returned to Seller.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only if the "personal, family or household" box in the "Primary Use for Which Purchased" section of this contract is checked. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

Seller assigns to interest in this contract to: Chrysler Financial (Assigned) (at address)

Seller: [Signature] (Assigned without recourse) (at address)

Seller: [Signature] (Assigned with limited recourse) (at address)

Seller: [Signature] (Assigned with full recourse) (at address)

EXHIBIT A

PAGE 2 OF 2

VIN	1C3EL55R04N112585		
Status	Perfected Title		
Lienholder Status			
Borrower	BARBIERI, RON J 3307 SARATOGA DR SAN MATEO, CA 94403		
Borrower Home Phone	(707) 546-5442		
Borrower Work Phone	(707) 328-1241		
Branch	289	Acct #	1000000000
Loan #		Suffix	
Owner	BARBIERI RON J		
Lienholder	DAIMLERCHRYSLER SVCS NA LLC		
Dealer ID	68966		
License	5MTF708	Title #	
Body	CV	Vehicle Type	VEH
Registration Expiration	051008		
User Defined Field	CONV	User Defined Field	
Account Type	Financed (Loan)	Loan Type	Vehicle
Contract with Release	None		

Financed	10/02/2004	Tech	FDI
DMV Work	04/15/2005		
Imported	04/20/2005		
Added	10/11/2004		
Perfected	04/20/2005		
Payoff	//	Tech	
Released	//		
Release Type			
Exported	//		
DMV Response	//	Code	
DMV Deleted	//		
Expires	10/01/2010		
	Lien	Title	
Year	2004	2004	
Make	CHRYSLER	CHRY	
Model			
FDI Assigned User		FDI Action Date	//
Lienholder Assigned User		Lienholder Action Date	//
Misc.			
State	CA	Electronic	



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EXHIBIT

FACE 1 OF 1

OPT	EFF DATE	TRAN	DESCRIPTION	TRAN	AMOUNT	POST	BALANCE
	02/05/09	7011	FEE ASSESSMENT		20.18		10,779.28
	03/09/09	7011	FEE ASSESSMENT		20.18		10,779.28
	03/12/09	7080	WUPP0800 PAYMNT		405.00		10,522.96
	03/25/09	7080	WUPP0802 PAYMNT		405.00		10,154.31
	04/06/09	7011	FEE ASSESSMENT		20.18		10,154.31
	04/23/09	7080	WUPP0800 PAYMNT		405.00		9,823.17
	05/06/09	7011	FEE ASSESSMENT		20.18		9,823.17
	05/20/09	7080	WUPP0802 PAYMNT		405.00		9,484.83
	06/05/09	7011	FEE ASSESSMENT		20.18		9,484.83
	06/18/09	7080	WUPP0801 PAYMNT		405.00		9,148.91
	07/06/09	7011	FEE ASSESSMENT		20.18		9,148.91
	07/16/09	7080	WUPP0801 PAYMNT		405.00		8,808.33
	08/05/09	7011	FEE ASSESSMENT		20.18		8,808.33
	08/12/09	7080	WUPP0803 PAYMNT		405.00		8,463.24

PF2-NEXT PAGE PF3-PREV PAGE PF6-SELECT PF8-AMCS CASS RTN

EXHIBIT D
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